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IN THE UNITED STATES BANKRUPTCY COURT NORTHERN DISTRICT OF TEXAS FORT WORTH DIVISION

In re: Fredorick Oneal Jackson xxx-xx-2059 § Case No:

9 §

Blair Kantrice Jackson xxx-xx-4279

1420 Swift Fox Drive Lancaster, TX 75134

Debtor(s)

DEBTOR'S(S') CHAPTER 13 PLAN (CONTAINING A MOTION FOR VALUATION)

DISCLOSURES

| $ \sqrt{} $ | This Plan does not contain any Nonstandard Provisions. |
|---------------|--|
| | This Plan contains Nonstandard Provisions listed in Section III. |
| | This <i>Plan</i> does not limit the amount of a secured claim based on a valuation of the <i>Collateral</i> for the claim. |
| $ \sqrt{} $ | This <i>Plan</i> does limit the amount of a secured claim based on a valuation of the <i>Collateral</i> for the claim. |

This Plan does not avoid a security interest or lien.

Language in italicized type in this *Plan* shall be as defined in the "General Order 2017-01, Standing Order Concerning Chapter 13 Cases" and as it may be superseded or amended ("General Order"). All provisions of the General Order shall apply to this *Plan* as if fully set out herein.

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 Plan Payment:
 \$2,500.00
 Value of Non-exempt property per § 1325(a)(4):
 \$0.00

 Plan Term:
 60 months
 Monthly Disposable Income per § 1325(b)(2):
 \$0.00

 Plan Base:
 \$150,000.00
 Monthly Disposable Income x ACP ("UCP"):
 \$0.00

Applicable Commitment Period: 36 months

Case No:

Debtor(s): Fredorick Oneal Jackson
Blair Kantrice Jackson

MOTION FOR VALUATION

Pursuant to Bankruptcy Rule 3012, for purposes of 11 U.S.C. § 506(a) and § 1325(a)(5) and for purposes of determination of the amounts to be distributed to holders of secured claims who do not accept the *Plan*, *Debtor(s)* hereby move(s) the Court to value the *Collateral* described in Section I, Part E.(1) and Part F of the *Plan* at the lesser of the value set forth therein or any value claimed on the proof of claim. Any objection to valuation shall be filed at least seven (7) days prior to the date of the *Trustee's* pre-hearing conference regarding Confirmation or shall be deemed waived.

SECTION I DEBTOR'S(S') CHAPTER 13 PLAN - SPECIFIC PROVISIONS FORM REVISED 7/1/17

| | | FOR | RIM REVISED //1/1/ | | | |
|----|----|---|---------------------------------------|--------------|--------------------------------|-------------------------|
| A. | PL | AN PAYMENTS: | | | | |
| | | Debtor(s) propose(s) to pay to the Trustee the su | ım of: | | | |
| | | \$2,500.00 per month, months 1 to | 60 | | | |
| | | For a total of\$150,000.00 (estimated "Bas | se Amount"). | | | |
| | | First payment is due11/2/2019 | | | | |
| | | The applicable commitment period ("ACP") is | 36 months. | | | |
| | | Monthly Disposable Income ("DI") calculated by L | Debtor(s) per § 1325(b | o)(2) is: | \$0.00 . | |
| | | The Unsecured Creditors' Pool ("UCP"), which is \$0.00 | DI x ACP, as estimate | ed by the De | ebtor(s), shall be no less tha | ın: |
| | | Debtor's(s') equity in non-exempt property, as est \$0.00 | timated by <i>Debtor(s)</i> p | oer § 1325(a | a)(4), shall be no less than: | |
| В. | ST | ATUTORY, ADMINISTRATIVE AND DSO CLAIMS | S: | | | |
| | 1. | <u>CLERK'S FILING FEE:</u> Total filing fees paid throprior to disbursements to any other creditor. | ough the <i>Plan</i> , if any, | are | and shall be pa | aid in full |
| | 2. | STATUTORY TRUSTEE'S PERCENTAGE FEE(noticing fees shall be paid first out of each receip amended) and 28 U.S.C. § 586(e)(1) and (2). | | | | |
| | 3. | DOMESTIC SUPPORT OBLIGATIONS: The De Obligation directly to the DSO claimant. Pre-petit the following monthly payments: | • | | • | • • |
| | | DSO CLAIMANTS | SCHED. AMOUNT | <u>%</u> | TERM (APPROXIMATE) (MONTHS TO) | TREATMENT \$ PER MO. |
| C. | AT | TORNEY FEES: To Law office of Wally V \$665.00 Pre-petition; \$3,035.00 do | Nadsworth , to isbursed by the Truste | | , 700.00 ; | |

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Blair Kantrice Jackson

D.(1) PRE-PETITION MORTGAGE ARREARAGE:

| MORTGAGEE | SCHED. ARR. AMT | DATE ARR. THROUGH | % | TERM (APPROXIMATE) (MONTHS TO) | TREATMENT |
|--|--------------------|----------------------|-------|-----------------------------------|-----------|
| Nationstar/Mr Cooper 1420 Swift Fox Dr. | \$12,500.00 | 10/1/2019 | 0.00% | Month(s) 1-52 | Pro-Rata |

D.(2) CURRENT POST-PETITION MORTGAGE PAYMENTS DISBURSED BY THE TRUSTEE IN A CONDUIT CASE:

| MORTGAGEE | # OF PAYMENTS PAID BY TRUSTEE | CURRENT POST- PETITION MORTGAGE PAYMENT AMOUNT | FIRST CONDUIT PAYMENT DUE DATE (MM-DD-YY) |
|--|----------------------------------|--|---|
| Nationstar/Mr Cooper 1420 Swift Fox Dr. | 59 month(s) | \$1,989.97 | 1/1/2020 |

D.(3) POST-PETITION MORTGAGE ARREARAGE:

| MORTGAGEE | TOTAL AMT. | DUE DATE(S) (MM-DD-YY) | % | TERM (APPROXIMATE) (MONTHS TO) | TREATMENT |
|--|---------------|---------------------------|-------|--------------------------------|-----------|
| Nationstar/Mr Cooper 1420 Swift Fox Dr. | \$3,979.94 | 11/2019 - 12/2019 | 0.00% | Month(s) 1-52 | Pro-Rata |

E.(1) SECURED CREDITORS - PAID BY THE TRUSTEE:

| Α. | | | | | | |
|----|--------------------------|-------------|-------|---|-----------------------------------|-----------------------|
| | CREDITOR / COLLATERAL | SCHED. AMT. | VALUE | % | TERM (APPROXIMATE) (MONTHS TO) | TREATMENT Per Mo. |
| В. | | • | | • | • | • |
| | CREDITOR / COLLATERAL | SCHED. AMT. | VALUE | % | | TREATMENT Pro-rata |

To the extent the value amount in E.(1) is less than the scheduled amount in E.(1), the creditor may object. In the event a creditor objects to the treatment proposed in paragraph E.(1), the *Debtor(s)* retain(s) the right to surrender the *Collateral* to the creditor in satisfaction of the creditor's claim.

E.(2) SECURED 1325(a)(9) CLAIMS PAID BY THE TRUSTEE - NO CRAM DOWN:

| A. | | | | |
|--------------------------|-------------|---|--------------------------------|-----------------------|
| CREDITOR / COLLATERAL | SCHED. AMT. | % | TERM (APPROXIMATE) (MONTHS TO) | TREATMENT Per Mo. |
| В. | | | | |
| CREDITOR / COLLATERAL | SCHED. AMT. | % | | TREATMENT Pro-rata |

The valuation of *Collateral* set out in E.(1) and the interest rate to be paid on the above scheduled claims in E.(1) and E.(2) will be finally determined at confirmation. The allowed claim amount will be determined based on a timely filed proof of claim and the *Trustee's Recommendation Concerning Claims* ("TRCC") or by an order on an objection to claim.

Absent any objection to the treatment described in E.(1) or E.(2), the creditor(s) listed in E.(1) and E.(2) shall be deemed to have accepted the *Plan* per section 1325(a)(5)(A) of the Bankruptcy Code and to have waived its or their rights under section 1325(a)(5)(B) and (C) of the Bankruptcy Code.

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Case No:

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Blair Kantrice Jackson

F. SECURED CREDITORS - COLLATERAL TO BE SURRENDERED:

| NPRTO Texas, LLC Necklace | \$800.00 | \$400.00 | Surrender |
|---------------------------|-------------|----------|-----------|
| CREDITOR / COLLATERAL | SCHED. AMT. | VALUE | TREATMENT |

Upon confirmation, pursuant to 11 U.S.C. § 1322(b)(8), the surrender of the *Collateral* described herein will provide for the payment of all or part of a claim against the *Debtor(s)* in the amount of the value given herein.

The valuation of *Collateral* in F will be finally determined at confirmation. The allowed claim amount will be determined based on a timely filed proof of claim and the *Trustee's Recommendation Concerning Claims* ("TRCC") or by an order on an objection to claim.

The *Debtor(s)* request(s) that the automatic stay be terminated as to the surrendered *Collateral*. If there is no objection to the surrender, the automatic stay shall terminate and the *Trustee* shall cease disbursements on any secured claim which is secured by the *Surrendered Collateral*, without further order of the Court, on the 7th day after the date the *Plan* is filed. However, the stay shall not be terminated if the *Trustee* or affected secured lender files an objection in compliance with paragraph 8 of the General Order until such objection is resolved.

Nothing in this *Plan* shall be deemed to abrogate any applicable non-bankruptcy statutory or contractual rights of the *Debtor(s)*.

G. SECURED CREDITORS - PAID DIRECT BY DEBTOR:

| CREDITOR | COLLATERAL | SCHED. AMT. |
|------------------------|-------------------|-------------|
| EECU | 2014 Chevy Camaro | \$19,168.00 |
| Mega Motors | 2008 Chevy Impala | \$4,000.00 |
| Regional Acceptance Co | 2014 Cadillac CT | \$19,393.00 |

H. PRIORITY CREDITORS OTHER THAN DOMESTIC SUPPORT OBLIGATIONS:

| CREDITOR | SCHED. AMT. | TERM (APPROXIMATE) (MONTHS TO) | TREATMENT |
|-------------------|-------------|-----------------------------------|-----------|
| I. SPECIAL CLASS: | • | , | |
| CREDITOR | SCHED. AMT. | TERM (APPROXIMATE) (MONTHS TO) | TREATMENT |
| | • | | |

J. UNSECURED CREDITORS:

JUSTIFICATION:

| CREDITOR | SCHED. AMT. | COMMENT |
|---------------------------------|-------------|---------|
| Acceptance Now | \$3,436.00 | |
| American First Finance | \$236.00 | |
| Amsher Collection Services | \$918.00 | |
| Aqua Finance Inc | \$8,170.00 | |
| Capital One Bank USA | \$470.00 | |
| Capital One Bank USA | \$266.00 | |
| Credit Collection Services | \$415.00 | |
| Department Of Education/Navient | \$47,339.00 | |
| First Premier Bank | \$874.00 | |

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 $\label{eq:Debtor} \mbox{Debtor}(s) \hbox{:} \quad \mbox{Fredorick Oneal Jackson}$

Blair Kantrice Jackson

| First Premier Bank | \$530.00 | |
|--|-------------|---|
| I.C. System, Inc | \$331.00 | |
| LVNV Funding LLC/Resurgent Capital S | \$826.00 | |
| National Credit Adjusters | \$861.00 | |
| NCC Business Services Inc | \$720.00 | |
| NPRTO Texas, LLC | \$400.00 | Unsecured portion of surrendered property |
| Onemain | \$12,301.00 | |
| Security Credit Service | \$2,001.00 | |
| Southwest Credit System | \$735.00 | |
| Southwest Credit System | \$267.00 | |
| United Revenue Corp | \$1,254.00 | |
| United Revenue Corp | \$482.00 | |
| Verizon Wireless/National Recovery Opera | \$3,161.00 | |
| TOTAL SCHEDULED UNSECURED: | \$85,993.00 | |
| | | |

The Debtor's(s') estimated (but not guaranteed) payout to unsecured creditors based on the scheduled amount is ______3%

General unsecured claims will not receive any payment until after the order approving the TRCC becomes final.

K. EXECUTORY CONTRACTS AND UNEXPIRED LEASES:

| § 365 PARTY | ASSUME/REJECT | CURE AMOUNT | TERM (APPROXIMATE) | TREATMENT |
|-------------|---------------|-------------|--------------------|-----------|
| | | | (MONTHS TO) | |

SECTION II DEBTOR'S(S') CHAPTER 13 PLAN - GENERAL PROVISIONS FORM REVISED 7/1/17

A. SUBMISSION OF DISPOSABLE INCOME:

Debtor(s) hereby submit(s) future earnings or other future income to the Trustee to pay the Base Amount.

B. ADMINISTRATIVE EXPENSES, DSO CLAIMS & PAYMENT OF TRUSTEE'S STATUTORY PERCENTAGE FEE(S) AND NOTICING FEES:

The Statutory Percentage Fees of the *Trustee* shall be paid in full pursuant to 11 U.S.C. §§ 105(a), 1326(b)(2), and 28 U.S.C. § 586(e)(1)(B). The *Trustee* is authorized to charge and collect Noticing Fees as indicated in Section I, Part "B" hereof.

C. ATTORNEY FEES:

Debtor's(s') Attorney Fees totaling the amount indicated in Section I, Part C, shall be disbursed by the *Trustee* in the amount shown as "Disbursed By The Trustee" pursuant to this *Plan* and the *Debtor's(s')* Authorization for Adequate Protection Disbursements ("AAPD"), if filed.

D.(1) PRE-PETITION MORTGAGE ARREARAGE:

The Pre-Petition *Mortgage Arrearage* shall be paid by the *Trustee* in the allowed pre-petition arrearage amount and at the rate of interest indicated in Section I, Part D.(1). To the extent interest is provided, it will be calculated from the date of the Petition. The principal balance owing upon confirmation of the *Plan* on the allowed pre-petition *Mortgage Arrearage* amount shall be reduced by the total adequate protection less any interest (if applicable) paid to the creditor by the *Trustee*. Such creditors shall retain their liens.

D.(2) CURRENT POST-PETITION MORTGAGE PAYMENTS DISBURSED BY TRUSTEE IN A CONDUIT CASE:

Current Post-Petition Mortgage Payment(s) shall be paid by the Trustee as indicated in Section I, Part D.(2), or as otherwise provided in the General Order.

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The Current Post-Petition Mortgage Payment(s) indicated in Section I, Part D.(2) reflects what the Debtor(s) believe(s) is/are the periodic payment amounts owed to the Mortgage Lender as of the date of the filing of this Plan. Adjustment of the Plan Payment and Base Amount shall be calculated as set out in the General Order, paragraph 15(c)(3).

Payments received by the *Trustee* for payment of the *Debtor's Current Post-Petition Mortgage Payment(s)* shall be deemed adequate protection to the creditor.

Upon completion of the *Plan*, *Debtor(s)* shall resume making the *Current Post-Petition Mortgage Payments* required by their contract on the due date following the date specified in the *Trustee's* records as the date through which the *Trustee* made the last *Current Post-Petition Mortgage Payment*.

Unless otherwise ordered by the Court, and subject to Bankruptcy Rule 3002.1(f)-(h), if a *Conduit Debtor* is current on his/her *Plan Payments* or the payment(s) due pursuant to any wage directive, the *Mortgage Lender* shall be deemed current post-petition.

D.(3) POST-PETITION MORTGAGE ARREARAGE:

The Post-Petition Mortgage Arrearage shall be paid by the Trustee in the allowed amount and at the rate of interest indicated in Section I, Part D.(3). To the extent interest is provided, it will be calculated from the date of the Petition.

Mortgage Lenders shall retain their liens.

E.(1) SECURED CLAIMS TO BE PAID BY TRUSTEE:

The claims listed in Section I, Part E.(1) shall be paid by the *Trustee* as secured to the extent of the lesser of the allowed claim amount (per a timely filed Proof of Claim not objected to by a party in interest) or the value of the *Collateral* as stated in the *Plan*. Any amount claimed in excess of the value shall automatically be split and treated as unsecured as indicated in Section I, Part H or J, per 11 U.S.C. § 506(a). Such creditors shall retain their liens on the *Collateral* described in Section I, Part E.(1) as set out in 11 U.S.C. § 1325(a)(5)(B)(I) and shall receive interest at the rate indicated from the date of confirmation or, if the value shown is greater than the allowed claim amount, from the date of the Petition, up to the amount by which the claim is over-secured. The principal balance owing upon confirmation of the *Plan* on the allowed secured claim shall be reduced by the total of adequate protection payments less any interest (if applicable) paid to the creditor by the *Trustee*.

E.(2) SECURED 1325(a)(9) CLAIMS TO BE PAID BY THE TRUSTEE--NO CRAM DOWN:

Claims in Section I, Part E.(2) are either debts incurred within 910 days of the *Petition Date* secured by a purchase money security interest in a motor vehicle acquired for the personal use of the *Debtor(s)* or debts incurred within one year of the *Petition Date* secured by any other thing of value.

The claims listed in Section I, Part E.(2) shall be paid by the *Trustee* as fully secured to the extent of the allowed amount (per a timely filed Proof of Claim not objected to by a party in interest). Such creditors shall retain their liens on the *Collateral* described in Section I, Part E.(2) until the earlier of the payment of the underlying debt determined under non-bankruptcy law or a discharge under § 1328 and shall receive interest at the rate indicated from the date of confirmation. The principal balance owing upon confirmation of the *Plan* on the allowed secured claim shall be reduced by the total of adequate protection payments paid to the creditor by the *Trustee*.

To the extent a secured claim not provided for in Section I, Part D, E.(1) or E.(2) is allowed by the Court, *Debtor(s)* will pay the claim direct per the contract or statute.

Each secured claim shall constitute a separate class.

F. SATISFACTION OF CLAIM BY SURRENDER OF COLLATERAL:

The claims listed in Section I, Part F shall be satisfied as secured to the extent of the value of the *Collateral*, as stated in the *Plan*, by surrender of the *Collateral* by the *Debtor(s)* on or before confirmation. Any amount claimed in excess of the value of the *Collateral*, to the extent it is allowed, shall be automatically split and treated as indicated in Section I, Part H or J, per 11 U.S.C. § 506(a).

Each secured claim shall constitute a separate class.

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G. DIRECT PAYMENTS BY DEBTOR(S):

Payments on all secured claims listed in Section I, Part G shall be disbursed by the *Debtor(s)* to the claimant in accordance with the terms of their agreement or any applicable statute, unless otherwise provided in Section III, "Nonstandard Provisions."

No direct payment to the IRS from future income or earnings in accordance with 11 U.S.C. § 1322(a)(1) will be permitted.

Each secured claim shall constitute a separate class.

H. PRIORITY CLAIMS OTHER THAN DOMESTIC SUPPORT OBLIGATIONS:

Failure to object to confirmation of this *Plan* shall not be deemed acceptance of the "SCHED. AMT." shown in Section I, Part H. The claims listed in Section I, Part H shall be paid their allowed amount by the *Trustee*, in full, pro-rata, as priority claims, without interest.

I. CLASSIFIED UNSECURED CLAIMS:

Classified unsecured claims shall be treated as allowed by the Court.

J. GENERAL UNSECURED CLAIMS TIMELY FILED:

All other allowed claims not otherwise provided for herein shall be designated general unsecured claims.

K. EXECUTORY CONTRACTS AND UNEXPIRED LEASES:

As provided in § 1322(b)(7) of the Bankruptcy Code, the *Debtor(s)* assume(s) or reject(s) the executory contracts or unexpired leases with parties as indicated in Section I, Part K.

Assumed lease and executory contract arrearage amounts shall be disbursed by the Trustee as indicated in Section I, Part K.

L. CLAIMS TO BE PAID:

"TERM (APPROXIMATE)" as used in this *Plan* states the estimated number of months from the *Petition Date* required to fully pay the allowed claim. If adequate protection payments have been authorized and made, they will be applied to principal as to both under-secured and fully secured claims and allocated between interest and principal as to over-secured claims. Payment pursuant to this *Plan* will only be made on statutory, secured, administrative, priority and unsecured claims that are allowed or, pre-confirmation, that the *Debtor(s)* has/have authorized in a filed Authorization for Adequate Protection Disbursements.

M. ADDITIONAL PLAN PROVISIONS:

Any additional Plan provisions shall be set out in Section III, "Nonstandard Provisions."

N. POST-PETITION NON-ESCROWED AD VALOREM (PROPERTY) TAXES AND INSURANCE:

Whether the *Debtor* is a *Conduit Debtor* or not, if the regular payment made by the *Debtor* to a *Mortgage Lender* or any other lienholder secured by real property does not include an escrow for the payment of ad valorem (property) taxes or insurance, the *Debtor* is responsible for the timely payment of post-petition taxes directly to the tax assessor and is responsible for maintaining property insurance as required by the mortgage security agreement, paying all premiums as they become due directly to the insurer. If the *Debtor* fails to make these payments, the mortgage holder may, but is not required to, pay the taxes and/or the insurance. If the mortgage holder pays the taxes and/or insurance, the mortgage holder may file, as appropriate, a motion for reimbursement of the amount paid as an administrative claim or a *Notice of Payment Change by Mortgage Lender* or a *Notice of Fees, Expenses, and Charges*.

O. CLAIMS NOT FILED:

A claim not filed with the Court will not be paid by the *Trustee* post-confirmation regardless of its treatment in Section I or on the *AAPD*.

P. CLAIMS FOR PRE-PETITION NON-PECUNIARY PENALTIES, FINES, FORFEITURES, MULTIPLE, EXEMPLARY OR PUNITIVE DAMAGES:

Any unsecured claim for a non-pecuniary penalty, fine, or forfeiture, or for multiple, exemplary or punitive damages, expressly including an IRS penalty to the date of the petition on unsecured and/or priority claims, shall be paid only a pro-rata share of any funds remaining after all other unsecured claims, including late filed claims, have been paid in full.

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Q. CLAIMS FOR POST-PETITION PENALTIES AND INTEREST:

No interest, penalty, or additional charge shall be allowed on any pre-petition claims subsequent to the filing of the petition, unless expressly provided herein.

R. BUSINESS CASE OPERATING REPORTS:

Upon the filing of the *Trustee*'s 11 U.S.C. § 1302(c) Business Case Report, business *Debtors* are no longer required to file operating reports with the *Trustee*, unless the *Trustee* requests otherwise. The filing of the *Trustee*'s 11 U.S.C. § 1302(c) Business Case Report shall terminate the *Trustee*'s duties but not the *Trustee*'s right to investigate or monitor the *Debtor's(s')* business affairs, assets or liabilities.

S. NO TRUSTEE'S LIABILITY FOR DEBTOR'S POST-CONFIRMATION OPERATION AND BAR DATE FOR CLAIMS FOR PRE-CONFIRMATION OPERATIONS:

The *Trustee* shall not be liable for any claim arising from the post-confirmation operation of the *Debtor's(s')* business. Any claims against the *Trustee* arising from the pre-confirmation operation of the *Debtor's(s')* business must be filed with the Bankruptcy Court within sixty (60) days after entry by the Bankruptcy Court of the Order of Confirmation or be barred.

T. DISPOSAL OF DEBTOR'S NON-EXEMPT PROPERTY; RE-VESTING OF PROPERTY; NON-LIABILITY OF TRUSTEE FOR PROPERTY IN POSSESSION OF DEBTOR WHERE DEBTOR HAS EXCLUSIVE RIGHT TO USE, SELL, OR LEASE IT; AND TRUSTEE PAYMENTS UPON POST CONFIRMATION CONVERSION OR DISMISSAL:

Debtor(s) shall not dispose of or encumber any non-exempt property or release or settle any lawsuit or claim by Debtor(s), prior to discharge, without consent of the Trustee or order of the Court after notice to the Trustee and all creditors.

Property of the estate shall not vest in the *Debtor* until such time as a discharge is granted or the *Case* is dismissed or closed without discharge. Vesting shall be subject to all liens and encumbrances in existence when the *Case* was filed and all valid post-petition liens, except those liens avoided by court order or extinguished by operation of law. In the event the *Case* is converted to a case under chapter 7, 11, or 12 of the Bankruptcy Code, the property of the estate shall vest in accordance with applicable law. After confirmation of the *Plan*, the *Trustee* shall have no further authority, fiduciary duty or liability regarding the use, sale, insurance of or refinance of property of the estate except to respond to any motion for the proposed use, sale, or refinance of such property as required by the applicable laws and/or rules. Prior to any discharge or dismissal, the *Debtor(s)* must seek approval of the court to purchase, sell, or refinance real property.

Upon dismissal of the *Case* post confirmation, the *Trustee* shall disburse all funds on hand in accordance with this *Plan.* Upon conversion of the *Case*, any balance on hand will be disbursed by the *Trustee* in accordance with applicable law.

U. ORDER OF PAYMENT:

Unless otherwise ordered by the court, all claims and other disbursements made by the Chapter 13 *Trustee* after the entry of an order confirming the Chapter 13 Plan, whether pursuant to this *Plan* or a modification thereof, will be paid in the order set out below, to the extent a creditor's claim is allowed or the disbursement is otherwise authorized. Each numbered paragraph below is a level of payment. All disbursements which are in a specified monthly amount are referred to as "per mo." At the time of any disbursement, if there are insufficient funds on hand to pay any per mo payment in full, claimant(s) with a higher level of payment shall be paid any unpaid balance owed on a per mo payment plus the current per mo payment owed to that same claimant, in full, before any disbursement to a claimant with a lower level of payment. If multiple claimants are scheduled to receive per mo payments within the same level of payment and there are insufficient funds to make those payments in full, available funds will be disbursed to the claimants within that level on a pro-rata basis. Claimants with a higher level of payment which are designated as receiving pro-rata payments shall be paid, in full, before any disbursements are made to any claimant with a lower level of payment.

1st -- Clerk's Filing Fee and Trustee's Percentage Fee(s) and Noticing Fees in B.(1) and B.(2) and per statutory provisions will be paid in full.

2nd -- Current Post-Petition Mortgage Payments (Conduit) in D.(2) and as adjusted according to the General Order, which must be designated to be paid per mo.

3rd -- Creditors listed in E.(1)(A) and E.(2)(A), which must be designated to be paid per mo, and Domestic Support Obligations ("DSO") in B.(3), which must be designated to be paid per mo.

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- 4th -- Attorney Fees in C, which must be designated to be paid pro-rata.
- 5th -- Post-Petition Mortgage Arrearage as set out in D.(3), if designated to be paid per mo.
- 6th -- Post-Petition Mortgage Arrearage as set out in D.(3), if designated to be paid pro-rata.
- 7th -- Arrearages owed on Executory Contracts and Unexpired Leases in K, which must be designated to be paid per mo.
- 8th -- Any Creditors listed in D.(1), if designated to be paid per mo.
- 9th -- Any Creditors listed in D.(1), if designated to be paid pro-rata and/or Creditors listed in E.(1)(B) or E.(2)(B), which must be designated to be paid pro-rata.
- 10th -- All amounts allowed pursuant to a Notice of Fees, Expenses and Charges, which will be paid pro-rata.
- 11th -- Priority Creditors Other than Domestic Support Obligations ("Priority Creditors") in H, which must be designated to be paid pro-rata.
- 12th -- Special Class in I, which must be designated to be paid per mo.
- 13th -- Unsecured Creditors in J, other than late filed or penalty claims, which must be designated to be paid pro-rata.
- 14th -- Late filed claims by Secured Creditors in D.(1), D.(2), D.(3), E.(1) and E.(2), which must be designated to be paid pro-rata, unless other treatment is authorized by the Court.
- 15th -- Late filed claims for DSO or filed by Priority Creditors in B.(3) and H, which must be designated to be paid pro-rata.
- 16th -- Late filed claims by Unsecured Creditors in J, which must be designated to be paid pro-rata.
- 17th -- Unsecured claims for a non-pecuniary penalty, fine, or forfeiture, or for multiple, exemplary or punitive damages, expressly including an IRS penalty to the date of the petition on unsecured and/or priority claims. These claims must be designated to be paid pro-rata.

V. POST-PETITION CLAIMS:

Claims filed under § 1305 of the Bankruptcy Code shall be paid as allowed. To the extent necessary, Debtor(s) will modify this Plan.

W. TRUSTEE'S RECOMMENDATION CONCERNING CLAIMS ("TRCC") PROCEDURE:

See the provisions of the General Order regarding this procedure.

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Blair Kantrice Jackson

SECTION III NONSTANDARD PROVISIONS

The following nonstandard provisions, if any, constitute terms of this *Plan*. Any nonstandard provision placed elsewhere in the *Plan* is void.

None.

I, the undersigned, hereby certify that the Plan contains no nonstandard provisions other than those set out in this final paragraph.

| /s/ Wally W. Wadsworth | |
|---|--|
| Wally W. Wadsworth, Debtor's(s') Attorney | Debtor (if unrepresented by an attorney) |
| Debtor's(s') Chapter 13 Plan (Containing a Motion for Valuation | on) is respectfully submitted. |
| /s/ Wally W. Wadsworth | MS 100542 |
| Wally W. Wadsworth, Debtor's(s') Counsel | State Bar Number |

Case No:

Debtor(s): Fredorick Oneal Jackson

Blair Kantrice Jackson

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that the foregoing Debtor's(s') Chapter 13 Plan (Containing a Motion for Valuation) was served on the following entities either by Electronic Service or by First Class Mail, Postage Pre-paid on the ______ 4th day of October, 2019 _____:

(List each party served, specifying the name and address of each party)

| Dated: October 4, 2019 | /s/ Wally W. Wadswo | |
|---|---|---|
| | Wally W. Wadsworth, | Debtor's(s') Counsel |
| Acceptance Now xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx502 5501 Headquarters Dr Plano, TX 75024 | Attorney General of Texas- Child Support Bankruptcy Reporting Contact OAG- CSD- Mail Cod 38 PO Box 12017 Austin, TX 78711-2017 | EECU xxxxxx0001 1617 W 7th St Fort Worth, TX 76101 |
| AES/Blue Ridge Funding xxxxxxxxxxxx0002 P.O. Box 61047 Harrisburg, PA 17106 | Capital One Bank USA xxxxxxxxxxxx4832 15000 Capital One Dr Richmond, VA 23238 | First Premier Bank xxxxxxxxxxxxx0424 601 S Minnesota Ave Sioux Falls, SD 57104 |
| American First Finance xxxxxxxxxxxx0001 7330 W. 33rd Street Wichita, KS 67205 | Capital One Bank USA xxxxxxxxxxxx5468 15000 Capital One Dr Richmond, VA 23238 | First Premier Bank xxxxxxxxxxxx7352 601 S Minnesota Ave Sioux Falls, SD 57104 |
| Amsher Collection Services xxxx6772 4524 Southlake Parkway Hoover, AL 35244 | Credit Collection Services xxxx1047 P.O. Box 607 Norwood, MA 02062 | First Progress/First Equity xxxxxxxxxxxxx5177 P.O. Box 9053 Johnson City, TN 37615 |
| Aqua Finance Inc xxxxxx0847 2600 Pine Ridge Blvd Wausau, WI 54401 | Credit One Bank N.A. xxxxxxxxxxxxx8057 P.O. Box 98875 Las Vegas, NV 89193 | Fredorick Oneal Jackson 1420 Swift Fox Drive Lancaster, TX 75134 |
| Attorney General of Texas Collections Div/ Bankruptcy Sec P O Box 12548 Austin, TX 78711-2548 | Department Of Education/Navient xxxxxxxxxxxxxxxxxxxxxxxxxxxxx0715 P.O. Box 9635 Wilkes Barre, PA 18773 | I.C. System, Inc xxxxx9669 P.O. Box 64378 Saint Paul, MN 55164 |

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Case No:

Debtor(s): Fredorick Oneal Jackson

Blair Kantrice Jackson

Internal Revenue Service Special Procedures - Insovlency

PO Box 7346

Philadelphia, PA 19101-7346

NCC Business Services Inc

xxx5123 P.O. Box 24739 Jacksonville, FL 32241 Synchrony Bank/JCPenney

xxxxxxxxxxxx3272 P.O. Box 965007 Orlando, FL 32896

LVNV Funding LLC/Resurgent Capita

xxxxxxxxxxxx0278 PO Box 10497 Greenville, SC 29603 NPRTO Texas, LLC 256 W. Data Drive

Draper, Utah 84020

Texas Alcoholic Beverage Commission

Licenses and Permit Division

PO Box 13127

Austin, TX 78711-3127

Majr Financial Corporation

xxxx9944

7951 W Mississippi Lakewood, CO 80226 Onemain

xxxxxxxxxxxxx6165 P.O. Box 1010 Evansville, IN 47706 Texas Comptroller of Public Accounts

PO Box 13528 Capitol Station

Austin, Texas 78711-3528

Mega Motors 6560 CF Hawn Frwy

Dallas, TX 75217

Pacific Union Financial

xxxxxxxxx9362 350 Highland Houston, TX 77067 **Texas Workforce Commission**

PO Box 149352

Austin, TX. 78714-9352

Miracle Finance x9474

213 W Hwy 67

Duncanville, TX 75137

Regional Acceptance Co

xxxx-xxxx1601 3608 Preston Rd Plano, TX 75093

United Revenue Corp

xxx9729

204 Billings St Ste 120 Arlington, TX 76010

National Credit Adjusters

xxxxxxx0506 P.O. Box 550

Hutchinson, KS 67504

Security Credit Service

xxx2056

306 Enterprise Drive Oxford, MS 38655

United Revenue Corp

xxx3864

204 Billings St Ste 120 Arlington, TX 76010

Nationstar/Mr Cooper

xxxxxx7724

8950 Cypress Waters Blvd

Coppell, TX 75019

Southwest Credit System

xxxx3708

4120 International Parkway Carrollton, TX 75007

United States Attorney General

Department of Justice Washington, DC 20001

Navient

xxxxxxxxxxxxxxxxxx1117 123 S Justison St Wilmington, DE 19801

Southwest Credit System

xxxx0453

4120 International Parkway Carrollton, TX 75007

United States Trustee

1100 Commerce, Room9C60

Dallas, TX 75242-9998

Case 19-44123-elm13 Doc 2 Filed 10/04/19 Entered 10/04/19 14:43:28 Page 13 of 19

Case No:

Debtor(s): Fredorick Oneal Jackson
Blair Kantrice Jackson

US Department Of Education/GLELSI xxxxxxxxxxx8581 2401 International Lane Madison, WI 53704

Verizon Wireless/National Recovery Opera xxxxxxxxxx0001 P.O. Box 26055 Minneapolis, MN 55426

Webbank/Fingerhut xxxxxxxxxxx5663 6250 Ridgewood Road Saint Cloud, MN 56303

Wells Fargo Bank/Credit Bureau Dispute xxxxxxxxxxxx6796 P.O. Box 10347 Des Moines, IA 50306

Westlake Financial Services xxx7756 4751 Wilshire Blvd Ste 1 Los Angeles, CA 90010

Case 19-44123-elm13 Doc 2 Filed 10/04/19 Entered 10/04/19 14:43:28 Page 14 of 19

Law Office of Wally W. Wadsworth

606 W. Wheatland Rd.

Suite 107

Duncanville, TX. 75116

Bar Number: **MS 100542** Phone: **(972) 298-3100**

IN THE UNITED STATES BANKRUPTCY COURT NORTHERN DISTRICT OF TEXAS FORT WORTH DIVISION

Revised 10/1/2016

IN RE: Fredorick Oneal Jackson

xxx-xx-2059

CASE NO:

1420 Swift Fox Drive Lancaster, TX 75134 § §

§ §

Blair Kantrice Jackson

xxx-xx-4279

1420 Swift Fox Drive Lancaster, TX 75134

Debtor(s)

AUTHORIZATION FOR ADEQUATE PROTECTION DISBURSEMENTS DATED: 10/3/2019

The undersigned Debtor(s) hereby request that payments received by the Trustee prior to confirmation be disbursed as indicated below:

| Periodic Payment Amount | | \$2,500.00 |
|--|------------|------------------------|
| Disbursements | First (1) | Second (2) (Other) |
| Account Balance Reserve | \$5.00 | \$5.00 carried forward |
| Trustee Percentage Fee | \$168.41 | \$168.75 |
| Filing Fee | \$0.00 | \$0.00 |
| Noticing Fee | \$129.15 | \$0.00 |
| Subtotal Expenses/Fees | \$302.56 | \$168.75 |
| Available for payment of Adequate Protection, Attorney Fees and Current Post-Petition Mortgage Payments: | \$2,197.44 | \$2,331.25 |

CREDITORS SECURED BY VEHICLES (CAR CREDITORS):

| | | | | Adequate | Adequate |
|------|------------|-----------|------------|------------|----------------|
| | | Scheduled | Value of | Protection | Protection |
| Name | Collateral | Amount | Collateral | Percentage | Payment Amount |

Total Adequate Protection Payments for Creditors Secured by Vehicles:

\$0.00

CURRENT POST-PETITION MORTGAGE PAYMENTS (CONDUIT):

| Name | Collateral | Start Date | Scheduled Amount | Value of Collateral | Payment Amount |
|----------------------|--------------------|------------|---------------------|------------------------|----------------|
| Nationstar/Mr Cooper | 1420 Swift Fox Dr. | 1/1/2020 | \$222,017.21 | \$237,740.00 | \$1,989.97 |

Payments for Current Post-Petition Mortgage Payments (Conduit):

\$1,989.97

Case No:

Debtor(s): Fredorick Oneal Jackson Blair Kantrice Jackson

CREDITORS SECURED BY COLLATERAL OTHER THAN A VEHICLE:

| | | | | Adequate | Adequate |
|------|------------|-----------|------------|------------|----------------|
| | | Scheduled | Value of | Protection | Protection |
| Name | Collateral | Amount | Collateral | Percentage | Payment Amount |

Total Adequate Protection Payments for Creditors Secured by Collateral other than a vehicle:

\$0.00

TOTAL PRE-CONFIRMATION PAYMENTS

First Month Disbursement (after payment of Clerk's Filing Fee, any Noticing Fee, Chapter 13 Trustee Percentage Fee, and retention of the Account Balance Reserve):

Current Post-Petition Mortgage Payments (Conduit payments), per mo:

Adequate Protection to Creditors Secured by Vehicles ("Car Creditor"), per mo:

\$0.00

Debtor's Attorney, per mo:

\$2,197.44

Adequate Protection to Creditors Secured by other than a Vehicle, per mo:

\$0.00

Disbursements starting month 2 (after payment of Clerk's Filing Fee, any Noticing Fee, Chapter 13 Trustee Percentage Fee, and retention of the Account Balance Reserve):

| Current Post-Petition Mortgage Payments (Conduit payments), per mo: | \$1,989.97 |
|--|------------|
| Adequate Protection to Creditors Secured by Vehicles ("Car Creditor"), per mo: | \$0.00 |
| Debtor's Attorney, per mo: | \$341.28 |
| Adequate Protection to Creditors Secured by other than a Vehicle, per mo: | \$0.00 |

Order of Payment:

Unless otherwise ordered by the court, all claims and other disbursements made by the Chapter 13 Trustee prior to entry of an order confirming the Chapter 13 Plan will be paid in the order set out above. All disbursements which are in a specified monthly amount are referred to as "per mo". At the time of any disbursement, if there are insufficient funds on hand to pay any per mo payment in full, claimant(s) with a higher level of payment shall be paid any unpaid balance owed on the per mo payment plus the current per mo payment owed to that same claimant, in full, before any disbursement to a claimant with a lower level of payment. Other than the Current Post-Petition Mortgage Payments, the principal balance owing upon confirmation of the Plan on the allowed secured claim shall be reduced by the total of adequate protection payments, less any interest (if applicable), paid to the creditor by the Trustee.

| DATED: 10/4/2019 | |
|------------------------|--|
| /s/ Wally W. Wadsworth | |
| Attorney for Debtor(s) | |

| IN RE: Fredorick Oneal Jac | kson | CASE NO. | |
|---|---|--|--|
| | Debtor | | |
| Blair Kantrice Jacks | Joint Debtor | CHAPTER 13 | |
| | CERTIFICATE OF SE | ERVICE | |
| attachments, was served on e | | of the attached Chapter 13 Plan, with any acing each copy in an envelope properly addressed, | |
| /s/ Wally W. Wadsworth Wally W. Wadsworth Bar ID: MS 100542 Law Office of Wally W. Wadsworth 606 W. Wheatland Rd. Suite 107 Duncanville, TX. 75116 (972) 298-3100 | | | |
| Acceptance Now xxxxxxxxxxxxxxxxxxx0502 5501 Headquarters Dr Plano, TX 75024 | Aqua Finance Inc xxxxxx0847 2600 Pine Ridge Blvd Wausau, WI 54401 | Capital One Bank USA xxxxxxxxxx5468 15000 Capital One Dr Richmond, VA 23238 | |
| AES/Blue Ridge Funding xxxxxxxxxxxxxx0002 P.O. Box 61047 Harrisburg, PA 17106 | Attorney General of Texa Collections Div/ Bankrupt P O Box 12548 Austin, TX 78711-2548 | | |
| American First Finance xxxxxxxxxxxxx0001 7330 W. 33rd Street Wichita, KS 67205 | Attorney General of Texa Support Bankruptcy Reporting Co OAG- CSD- Mail Cod 38 | xxxxxxxxxxxx8057 pntact P.O. Box 98875 | |

Amsher Collection Services

xxxx6772

4524 Southlake Parkway Hoover, AL 35244

PO Box 12017

Austin, TX 78711-2017

Capital One Bank USA xxxxxxxxxxxx4832 15000 Capital One Dr Richmond, VA 23238

Department Of Education/Navient xxxxxxxxxxxxxxxxxxxxxxxxxxx0715

P.O. Box 9635

Wilkes Barre, PA 18773

| IN RE: Fredorick Oneal Jackson | | E NO. |
|--|--|--|
| D | ebtor | |
| Blair Kantrice Jackson | CHAF | PTER 13 |
| Joint | t Debtor | |
| | CERTIFICATE OF SERVICE (Continuation Sheet #1) | |
| EECU xxxxxx0001 1617 W 7th St Fort Worth, TX 76101 | LVNV Funding LLC/Resurgent Capital S xxxxxxxxxxxx0278 PO Box 10497 Greenville, SC 29603 | NCC Business Services Inc xxx5123 P.O. Box 24739 Jacksonville, FL 32241 |
| First Premier Bank xxxxxxxxxxxx0424 601 S Minnesota Ave Sioux Falls, SD 57104 | Majr Financial Corporation xxxx9944 7951 W Mississippi Lakewood, CO 80226 | NPRTO Texas, LLC 256 W. Data Drive Draper, Utah 84020 |
| First Premier Bank xxxxxxxxxxxx7352 601 S Minnesota Ave Sioux Falls, SD 57104 | Mega Motors 6560 CF Hawn Frwy Dallas, TX 75217 | Onemain xxxxxxxxxxxxx6165 P.O. Box 1010 Evansville, IN 47706 |
| First Progress/First Equity xxxxxxxxxxxx5177 P.O. Box 9053 Johnson City, TN 37615 | Miracle Finance x9474 213 W Hwy 67 Duncanville, TX 75137 | Pacific Union Financial xxxxxxxxx9362 350 Highland Houston, TX 77067 |
| Fredorick Oneal Jackson 1420 Swift Fox Drive Lancaster, TX 75134 | National Credit Adjusters xxxxxxx0506 P.O. Box 550 Hutchinson, KS 67504 | Regional Acceptance Co xxxx-xxxx1601 3608 Preston Rd Plano, TX 75093 |
| I.C. System, Inc xxxxx9669 P.O. Box 64378 Saint Paul, MN 55164 | Nationstar/Mr Cooper xxxxxx7724 8950 Cypress Waters Blvd Coppell, TX 75019 | Security Credit Service xxx2056 306 Enterprise Drive Oxford, MS 38655 |
| Internal Revenue Service Special Procedures - Insovlency PO Box 7346 | Navient xxxxxxxxxxxxxxxxxx1117 123 S Justison St | Southwest Credit System xxxx3708 4120 International Parkway |

Wilmington, DE 19801

Carrollton, TX 75007

Philadelphia, PA 19101-7346

| IN RE: | Fredorick Oneal Jackson | CASE NO. | |
|--------|-------------------------|----------|----|
| | Debtor | | |
| | Blair Kantrice Jackson | CHAPTER | 13 |
| | Joint Debtor | • | |

CERTIFICATE OF SERVICE

(Continuation Sheet #2)

Southwest Credit System xxxx0453 4120 International Parkway Carrollton, TX 75007

United States Attorney General Department of Justice Washington, DC 20001

Synchrony Bank/JCPenney xxxxxxxxxxxx3272 P.O. Box 965007 Orlando, FL 32896

United States Trustee 1100 Commerce, Room9C60 Dallas, TX 75242-9998

Texas Alcoholic Beverage Commission Licenses and Permit Division

PO Box 13127 Austin, TX 78711-3127 US Department Of Education/GLELSI xxxxxxxxxxxx8581 2401 International Lane Madison, WI 53704

Texas Comptroller of Public Accounts PO Box 13528 Capitol Station Austin, Texas 78711-3528

Verizon Wireless/National Recovery Opera xxxxxxxxxx0001 P.O. Box 26055 Minneapolis, MN 55426

Texas Workforce Commission PO Box 149352 Austin, TX. 78714-9352

Webbank/Fingerhut xxxxxxxxxxxx5663 6250 Ridgewood Road Saint Cloud, MN 56303

United Revenue Corp xxx9729 204 Billings St Ste 120 Arlington, TX 76010

Wells Fargo Bank/Credit Bureau Dispute xxxxxxxxxxxx6796

P.O. Box 10347 Des Moines, IA 50306

United Revenue Corp xxx3864

204 Billings St Ste 120 Arlington, TX 76010

Westlake Financial Services xxx7756 4751 Wilshire Blvd Ste 1

Los Angeles, CA 90010

IN RE: Fredorick Oneal Jackson CASE NO. Blair Kantrice Jackson

CHAPTER 13

Certificate of Service

The Amended Chapter 13 Trustee Payment Plan was serviced on all parties via U.S. Postal Service as listed on the Matrix on record with the Court; with the exception of those parties who receive electronic notice.

Blair Kantrice Jackson 1420 Swift Fox Drive Lancaster, TX 75134

Fredorick Oneal Jackson 1420 Swift Fox Drive Lancaster, TX 75134